

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI136093

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Engage3, LLC	FORMERLY MyWorld, Inc.	03/27/2024	Limited Liability Company: DELAWARE
Engage3 Intermediate, LLC		03/27/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Espresso Capital Ltd.		
Street Address:	300-8 King Street East		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5C1B5		
Entity Type:	Limited Company: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4450998	ENGAGE3	
Registration Number:	6031237	PRICE IMAGE MANAGEMENT	
Registration Number:	6201463		
Registration Number:	7258854	ENGAGE3 POWERED BY DEXI	
Registration Number:	7258853	ENGAGE3 POWERED BY DEXI	
CORRESPONDENCE DATA			
Fax Number:	2125490410		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2125490410		
Email:	shorne@reedsmith.com		
Correspondent Name:	LEE ANN DILLON		
Address Line 1:	599 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Stacey Horne		
SIGNATURE:	Stacey Horne		
DATE SIGNED:	04/05/2024		

OP \$140.00.00 85917436

Total Attachments: 5

source=IP Security Agreement in respect to Engage3 LLC and Engage3 Intermediate LL (final compiled)
(1)#page1.tif

source=IP Security Agreement in respect to Engage3 LLC and Engage3 Intermediate LL (final compiled)
(1)#page2.tif

source=IP Security Agreement in respect to Engage3 LLC and Engage3 Intermediate LL (final compiled)
(1)#page3.tif

source=IP Security Agreement in respect to Engage3 LLC and Engage3 Intermediate LL (final compiled)
(1)#page4.tif

source=IP Security Agreement in respect to Engage3 LLC and Engage3 Intermediate LL (final compiled)
(1)#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT dated with effect March 27, 2024 (“**Agreement**”), among **Engage3, LLC** (“**Engage 3**”) and **Engage3 Intermediate, LLC** (“**Engage Intermediate**”, and together with Engage3, each and collectively, “**Grantor**”), with and for the benefit of **Espresso Capital Ltd.** (“**Espresso**”) as administrative and collateral agent of the Lender (as defined in the Loan Facility and Security Agreement).

WHEREAS, pursuant to the Loan Facility and Security Agreement, dated as of the date hereof, between each Grantor, as a borrower, the other borrowers from time to time party thereto, Espresso and the Lender (as may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Facility and Security Agreement**”), Espresso has agreed to provide Grantor with certain financings,

AND WHEREAS, Grantor, as security for its Obligations under the Loan Facility and Security Agreement, shall grant a security interest in certain intellectual property of Grantor under this Agreement,

Grantor, in consideration of the premises and to induce Espresso and Lender to enter into the Loan Facility and Security Agreement and provide financings to Grantor, hereby agrees with Espresso as follows:

- 1. Defined Terms.** Capitalized terms not otherwise defined in this Agreement shall have the meanings given them in the Loan Facility and Security Agreement.
- 2. Grant of Security Interest in the Collateral.** Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby pledges to Espresso, and grants to Espresso a Lien on and security interest in, all of its right, title and interest in, to and under the following (the “**Collateral**”):
 - (a) all its patents and all intellectual property licenses providing for the grant by or to such Grantor of any right under any patent, including, without limitation, those referred to in Schedule ‘A’ attached to this Agreement,
 - (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing, and
 - (c) all its trademarks (except for intent-to-use trademarks and applications therefor) and all intellectual property licenses providing for the grant by or to such Grantor of any right under any trademark, including, without limitation, those referred to in Schedule ‘A’ attached to this Agreement,
 - (d) all renewals and extensions of the foregoing,
 - (e) all goodwill of the business connected with the use of, and symbolized by, each such trademark, and
 - (f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, provided, the Collateral shall not include any of the

foregoing to the extent specifically excluded from the definition of "Collateral" in the Loan Facility and Security Agreement.

- 3. Loan Facility and Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Espresso pursuant to the Loan Facility and Security Agreement. Grantor hereby acknowledges and agrees the rights and remedies of Espresso with respect to the security interest in the Collateral made and granted by this Agreement are more fully set forth in the Loan Facility and Security Agreement, the terms and provisions of which are incorporated by reference in this Agreement.
- 4. Grantor Remains Liable.** Grantor hereby agrees, anything in this Agreement to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Collateral and intellectual property licenses subject to the security interest granted under this Agreement.
- 5. Termination.** This Agreement shall terminate upon the termination of the Loan Facility and Security Agreement and repayment in full of all Obligations thereunder (other than inchoate indemnity obligations).
- 6. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- 7. Governing Law.** This Agreement and the rights and obligations of Grantor and Espresso shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

Grantor has caused this Agreement to be executed and delivered by its duly authorized officer at the date first written above.

Engage3, LLC

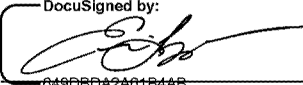
DocuSigned by:
EDRIS BEMANIAN
By _____
79B9D9045FB747B...
Edris Bemanian, Chief Executive Officer

Engage3 Intermediate, LLC

DocuSigned by:
EDRIS BEMANIAN
By _____
79B9D9045FB747B...
Edris Bemanian, Chief Executive Officer

ACCEPTED AND AGREED at the date first above written

Espresso Capital Ltd., for itself and on behalf of
the Lender

DocuSigned by:

By _____
049D9DA2A01B4AB...
Enio Lazzer, COO & CFO



Schedule 'A'
to Intellectual Property Security Agreement

Patents:

Owner	Patent Title / Publication No. / Patent Application No.	Issue Date / Filing Date	Jurisdiction
Engage3, LLC (previously MyWorld, Inc.)	Title: Method of Controlling Commerce System Using Share Grabber to Leverage Shopping List Publication No.: N/A Application No: 16/983,556	Issue Date: N/A Filing Date: 8/3/2020	United States
Engage3, LLC (previously MyWorld, Inc.)	Title: Techniques for Product Selection Publication No: 8190486 Application No: 12/804,268	Issue Date: 5/29/2012 Filing Date: 7/15/2010	United States
Engage3, LLC (previously MyWorld, Inc.)	Title: Commerce System and Method of Controlling the Commerce System Using an Optimized Shopping List Publication No: 8645223 Application No: 13/167,011	Issue Date: 2/4/2014 Filing Date: 6/23/2011	United States

Trademarks:

Owner	Trademark Registration No. / Trademark Application No.	Registration Date / Application Date	Jurisdiction
Engage3, LLC (previously MyWorld, Inc.)	Trademark: ENGAGE3 Registration No.: 4,450,998 Application No. 85/917,436	Registration Date: 12/17/2013 Application Date: 4/29/2013	United States
Engage3, LLC (previously MyWorld, Inc.)	Trademark: Price Image Management Registration No: 6,031,237 Application No: 88/488,801	Registration Date: 4/7/2020 Application Date: 6/25/2019	United States

Owner	Trademark Registration No. / Trademark Application No.	Registration Date / Application Date	Jurisdiction
Engage3, LLC (previously MyWorld, Inc.)	 Trademark: Registration No: 6,201,463 Application No: 88/488,814	Registration Date: 11/17/2020 Application Date: 6/25/2019	United States
Engage3 Intermediate, LLC	 Engage3 <small>POWERED BY DEXI</small> Trademark: Registration No: 7258854 Serial No: 97682654	Registration Date: 1/2/2024 Application Date: 11/17/2022	United States
Engage3 Intermediate, LLC	Trademark: ENGAGE3 POWERED BY DEXI Registration No: 7258853 Serial No: 97682628	Registration Date: 1/2/2024 Application Date: 11/17/2022	United States